

**AMENDMENT NO. 3
TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN WEST VALLEY CITY AND
SALT LAKE COUNTY**

Utah Cultural Celebration Center

This Amendment No. 3 to that certain Interlocal Cooperation Agreement (the "Agreement"), dated April 13, 2004, by and between WEST VALLEY CITY ("City") and SALT LAKE COUNTY ("County"), referred to collectively herein as the "Parties", is entered into and effective as of this ____ day of _____, 2010.

RECITALS

WHEREAS, the City has constructed and operates the Utah Cultural Celebration Center ("Center"), located in the City; and

WHEREAS, the Parties entered into that certain Agreement dated April 13, 2004, wherein the County provided a contribution to the City from TRCC funds to reimburse the City for a portion of the construction costs of the Center; and

WHEREAS, the Parties entered into that certain Amendment No. 1 to the Agreement dated November 15, 2006, wherein the County provided an additional contribution to the City from TRCC funds to assist the City in operation of the Utah Cultural Celebration Center; and

WHEREAS, the Parties entered into that certain Amendment No. 2 to the Agreement dated July 14, 2008, wherein the County agreed to make a contribution of \$300,000 per year for five years, commencing in 2008 and continuing to 2012, from its TRCC funds, to be used by the City for operation of the Center; and

WHEREAS, it is beneficial to the City and the County to continue to work cooperatively to support the operation of the Center; and

WHEREAS, the City and the County now desire to amend their Agreement to provide for a change in the scheduling of the payment of the County's contribution for the year 2010;

NOW, THEREFORE, the Parties mutually agree to amend their Agreement as follows:

1. The County's agreement to make a contribution of \$300,000 per year for five (5) years, commencing in 2008 and continuing to 2012, from its TRCC funds to be used by the City for operation of the Center, is hereby amended as follows:

- A. The County's annual contribution of \$300,000 for the year 2010 will be suspended and will not be paid to the City during the year 2010. Instead, this payment will be made in 2013.
 - B. The County's payment of the remaining annual contributions of \$300,000 (for the years 2011 and 2012) will resume in 2011.
 - C. As previously agreed, the Parties continue to acknowledge and agree that future TRCC funding beyond the current fiscal year is contingent upon continuing legislative approval and appropriation of funds. Although the County intends to request the appropriation of funds to be paid as provided herein, if, for any reason, funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's financial obligation set forth herein shall cease and this Agreement shall be deemed to be terminated by mutual agreement of the Parties.
2. All other terms and conditions set forth in the original Agreement and in Amendments No. 1 and No. 2 which are not expressly modified in this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and County have executed this amendment the day and year recited above.

SALT LAKE COUNTY

By: _____
MAYOR PETER CORROON or Designee

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 2010, personally appeared before me _____, who being by me duly sworn did say, that he/she is the _____ of Salt Lake County, Office of Mayor, and that said instrument was signed in behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Approved as to Form and Legality:
Salt Lake County District Attorney

By _____

WEST VALLEY CITY

By: _____
MAYOR

ATTEST:

West Valley City Recorder

Approved as to Form and Legality:
West Valley City Attorney

By _____